

Receiver Services (eLockbox) Service Terms

V1.0_0605

1. Services.

JPMorgan Chase Bank, N.A. (the "Bank") will provide you (the "Customer") with a service (the "Electronic Payment Service") which will enable the Customer to electronically receive (a) payments or remittances owed to the Customer by consumers or other third parties, (b) home banking payments, and (c) payments made by a federal agency, department or instrumentality (collectively, "Electronic Payments") and to receive detail information respecting the Electronic Payments. The provisions of the Bank's account documentation and other documents pertaining to the operation of business accounts and services provided by Bank to Customer, including Customer's standard terms and conditions for general banking services (collectively, the "**Account Documentation**"), govern the parties' relationship and these specific Service Terms, which are incorporated into the Account Documentation by reference and shall become a part thereof. In the event of a conflict between the Account Documentation and the Service Terms relating to Electronic Payment Service, the provisions of this Agreement shall control. By signing the applicable Account Documentation or by using or continuing to use the Electronic Payment Service, the Customer agrees to these Service Terms.

2. Networks.

Certain Electronic Payments will be received through MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc., Visa ePay, a division of Visa International ("ePay"), the National Automated Clearinghouse Association ("NACHA"), which oversees the Automated Clearinghouse ("ACH") payment system and other funds transfer delivery channels or proprietary networks (collectively referred to as the "Networks"). The Networks provide electronic funds transfer delivery channels which perform routing and settlement for previously captured and authorized Electronic Payments originated from participants' bill payment systems to member financial institutions. Bank is a participating member financial institution of the Networks as a receiving institution.

3. Compliance with Rules.

With respect to Electronic Payments and data received through the ACH system, the Bank and the Customer will comply with and be bound by the Operating Rules of NACHA and the applicable regional ACH (collectively, the "Rules") as in effect from time to time, including without limitation, the provision thereof making payment of an ACH Credit Entry (as such term is defined in the Rules) by the Bank to the Customer provisional until receipt by the Bank of final settlement for such ACH Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the Bank will be entitled to a refund from the Customer of the amount credited. With respect to Electronic Payments and data received from other Networks, Customer acknowledges that the Bank's services hereunder are subject to the rules and regulations of the Networks as amended from time to time and that Customer and the Bank will be bound by such rules and regulations. With respect to Electronic Payments and data originated by a Federal agency, department or instrumentality ("Federal Agency"), (a) the Bank and the Customer will comply with all U.S. Treasury and other governmental rules and regulations applicable to such Electronic Payments and (b) the Customer represents and warrants that the Customer is authorized to receive the Electronic Payments from such Federal Agency.

4. Processing of Electronic Payments.

- (a) The Customer will test with the Bank as the Bank deems necessary to enable the Customer, the Bank and the Networks to process the Electronic Payments and transmit the Data (as defined in Section 5(a)).
- (b) The Bank will credit to a demand deposit account maintained by the Customer at the Bank (the "Designated Account") each Electronic Payment received by it as to which the accompanying data indicates that such Electronic Payment is to be credited to the Designated Account. Except as otherwise provided in this Section, each such Electronic Payment will be credited to the Designated Account on the later of the payment date/effective entry date specified in such data or the date on which such Electronic Payment and the related Receiver Information are received by the Bank. If any payment is received by check, the Bank will forward such check to the Customer for processing.

5. Transmission of Data.

- (a) On each banking day, the Bank will deliver to the Customer by means of computer transmission, fax, secure e-mail or other agreed upon method, a report (the "Daily Report") setting forth the data received in respect of the Customer and the Electronic Payments from the Networks, Federal Agency or other originator ("Data"). The Data will be extracted by the Bank from the information contained in the detail records supplied to the Bank by the Networks, Federal Agency or other originator and the Bank will have no liability or responsibility for any inaccurate, incomplete or non-current Data which was obtained from such detail records.
- (b) The Customer shall provide the Bank with all data necessary for the Networks, Federal Agency or other originator to process the Electronic Payments. In addition, Customer shall provide the Bank with all specifications deemed necessary by the Bank for transmission of Data to Customer, including without limitation, file format, account number ranges and settlement account number at the Bank.
- (c) The Customer must review all remittance information received from the Bank and must inform the Bank as soon as possible, and in any event not later than 48 hours after receipt thereof, of any incorrect or questionable information identified therein. The Bank will transmit information to the Networks, Federal Agency or other originator when Customer informs the Bank that it is unable to identify remittance information as described in the preceding sentence.

6. Other Invoice Data From Bill Payment Concentrators.

The Bank agrees to receive, on behalf of the Customer, direct electronic sends of billing and invoice data from certain bill payment concentrators (the "concentrators") of the Customer. The Bank's sole responsibility with respect to this concentrator billing and invoice data is to transmit the data to the Customer. Customer acknowledges and agrees that the Bank will not submit these billing and invoice items from the concentrators into the RPPS, the ACH, the Networks or any other settlement service for payment or settlement. In the event that Customer seeks to correct any data relating to this invoice data or to initiate a refund to the concentrator or its end-users relating to these invoices, Customer will need to independently contact the concentrator to handle such refund or correction. Bank will not be responsible for assisting Customer with such refunds or corrections.

[SIGNAUTER PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these Service Terms to be executed by their respective authorized officers. These Service Terms shall be legally binding and deemed effective upon the date when the Service Terms have been executed by both the Customer and the Bank.

JPMORGAN CHASE BANK, N.A.

Signature: Valeria Cappucci

Print Name: valeria Cappucci

Title: Authorized Officer

Date: 06/26/2020

State of Delaware

Signature: Fiah M. Kwesseu

Print Name: Fiah M. Kwesseu

Title: Director of Operations & Fund Management

Date: 06/25/2020

(second authorized signer if required)

Signature: _____

Print Name: _____

Title: _____

Date: _____